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9 UNITED STATES OF AMERICA

10 UNITED STATES DISTRICT COURT

11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,

13 Plaintiff,

14 v.

15 ARMAND ION,

16 Defendant.

No. 8:22-cr-00145-MWF

PLEA AGREEMENT FOR DEFENDANT  
ARMAND ION

17  
18 1. This constitutes the plea agreement between Armand Ion  
19 ("defendant") and the United States Attorney's Office for the Central  
20 District of California (the "USAO") in the above-captioned case.

21 This agreement is limited to the USAO and cannot bind any other  
22 federal, state, local, or foreign prosecuting, enforcement,  
23 administrative, or regulatory authorities.

24 2. Defendant agrees to:

25 a. At the earliest opportunity requested by the USAO and  
26 provided by the Court, appear and plead guilty to count two and count  
27 four of the indictment in United States v. Armand Ion, CR No. 8:22-  
28 00145-MWF, which charges defendant with bank fraud in violation of 18

*LMB*  
07/10/2023

1 U.S.C § 1344(2), and aggravated identity theft, in violation of 18  
2 U.S.C § 1028A(a) (1).

3 b. Not contest facts agreed to in this agreement.

4 c. Abide by all agreements regarding sentencing contained  
5 in this agreement.

6 d. Appear for all court appearances, surrender as ordered  
7 for service of sentence, obey all conditions of any bond, and obey  
8 any other ongoing court order in this matter.

9 e. Not commit any crime; however, offenses that would be  
10 excluded for sentencing purposes under United States Sentencing  
11 Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not  
12 within the scope of this agreement.

13 f. Be truthful at all times with the United States  
14 Probation and Pretrial Services Office and the Court.

15 g. Pay the applicable special assessment at or before the  
16 time of sentencing unless defendant has demonstrated a lack of  
17 ability to pay such assessments.

18 THE USAO'S OBLIGATIONS

19 3. The USAO agrees to:

20 a. Not contest facts agreed to in this agreement.

21 b. Abide by all agreements regarding sentencing contained  
22 in this agreement.

23 c. At the time of sentencing, move to dismiss the  
24 remaining counts of the indictment as against defendant. Defendant  
25 agrees, however, that at the time of sentencing the Court may  
26 consider any dismissed charges in determining the applicable  
27 Sentencing Guidelines range, the propriety and extent of any  
28 departure from that range, and the sentence to be imposed.

1           d. At the time of sentencing, provided that defendant  
2 demonstrates an acceptance of responsibility for the offenses up to  
3 and including the time of sentencing, recommend a two-level reduction  
4 in the applicable Sentencing Guidelines offense level, pursuant to  
5 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an  
6 additional one-level reduction if available under that section.

7           e. With respect to Count Two, recommend that defendant be  
8 sentenced to a term of imprisonment no higher than the low end of the  
9 applicable Sentencing Guidelines range, provided that the offense  
10 level used by the Court to determine that range is 18 or higher, and  
11 provided that the Court does not depart downward in offense level or  
12 criminal history category. For purposes of this agreement, the low  
13 end of the Sentencing Guidelines range is that defined by the  
14 Sentencing Table in U.S.S.G. Chapter 5, Part A.

15                           NATURE OF THE OFFENSES

16           4. Defendant understands that for defendant to be guilty of  
17 the crime charged in count two, that is, bank fraud, in violation of  
18 18 U.S.C. § 1344(2), the following must be true: first, the defendant  
19 knowingly carried out a scheme or plan to obtain money or property  
20 from a financial institution by making false statements or promises;  
21 second, the defendant knew that the statements or promises were  
22 false; third, the statements or promises were material; that is, they  
23 had a natural tendency to influence, or were capable of influencing,  
24 a financial institution to part with money or property; fourth, the  
25 defendant acted with the intent to defraud; and fifth, the financial  
26 institution was federally chartered or insured.

27           5. Defendant further understands that for defendant to be  
28 guilty of the crime charged in count four, that is, aggravated

1 identity theft, in violation of 18 U.S.C § 1028A(a)(1), the following  
2 must be true: first, the defendant knowingly transferred, possessed,  
3 or used without legal authority a means of identification of another  
4 person or a false identification document; second, the defendant knew  
5 that the means of identification belonged to a real person; and  
6 third, the defendant did so during and in relation to bank fraud, in  
7 violation of 18 U.S.C. § 1344(2), as charged in Count Two of the  
8 indictment.

9 PENALTIES AND RESTITUTION

10 6. Defendant understands that the statutory maximum sentence  
11 that the Court can impose for a violation 18 U.S.C. § 1344(2), is: 30  
12 years imprisonment; a five-year period of supervised release; a fine  
13 of \$1,000,000 or twice the gross gain or gross loss resulting from  
14 the offense, whichever is greatest; and a mandatory special  
15 assessment of \$100.

16 7. Defendant understands that the statutory mandatory minimum  
17 sentence that the Court must impose for a violation 18 U.S.C.  
18 § 1028A(a)(1), as charged in count four of the indictment, is: a two-  
19 year term of imprisonment, which must run consecutive to any other  
20 sentence of imprisonment imposed, and a mandatory special assessment  
21 of \$100.

22 8. Defendant understands, therefore, that the total maximum  
23 sentence for all offenses to which defendant is pleading guilty is:  
24 32 years imprisonment; a five-year period of supervised release; a  
25 fine of \$1,000,000 or twice the gross gain or gross loss resulting  
26 from the offense, whichever is greatest; and a mandatory special  
27 assessment of \$200.

1           9. Defendant understands that defendant will be required to  
2 pay full restitution to the victims of the offenses to which  
3 defendant is pleading guilty. Defendant agrees that, in return for  
4 the USAO's compliance with its obligations under this agreement, the  
5 Court may order restitution to persons other than the victims of the  
6 offenses to which defendant is pleading guilty and in amounts greater  
7 than those alleged in the counts to which defendant is pleading  
8 guilty. In particular, defendant agrees that the Court may order  
9 restitution to any victim of any of the following for any losses  
10 suffered by that victim as a result: (a) any relevant conduct, as  
11 defined in U.S.S.G. § 1B1.3, in connection with the offenses to which  
12 defendant is pleading guilty; and (b) any counts dismissed pursuant  
13 to this agreement as well as all relevant conduct, as defined in  
14 U.S.S.G. § 1B1.3, in connection with those counts. The parties  
15 currently believe that the applicable amount of restitution is  
16 approximately \$120,120, but recognize and agree that this amount  
17 could change based on facts that come to the attention of the parties  
18 prior to sentencing.

19           10. Defendant understands that supervised release is a period  
20 of time following imprisonment during which defendant will be subject  
21 to various restrictions and requirements. Defendant understands that  
22 if defendant violates one or more of the conditions of any supervised  
23 release imposed, defendant may be returned to prison for all or part  
24 of the term of supervised release authorized by statute for the  
25 offense that resulted in the term of supervised release, which could  
26 result in defendant serving a total term of imprisonment greater than  
27 the statutory maximum stated above.

1           11. Defendant understands that, by pleading guilty, defendant  
2 may be giving up valuable government benefits and valuable civic  
3 rights, such as the right to vote, the right to possess a firearm,  
4 the right to hold office, and the right to serve on a jury.  
5 Defendant understands that he is pleading guilty to a felony and that  
6 it is a federal crime for a convicted felon to possess a firearm or  
7 ammunition. Defendant understands that the conviction in this case  
8 may also subject defendant to various other collateral consequences,  
9 including but not limited to revocation of probation, parole, or  
10 supervised release in another case and suspension or revocation of a  
11 professional license. Defendant understands that unanticipated  
12 collateral consequences will not serve as grounds to withdraw  
13 defendant's guilty plea.

14           12. Defendant and his counsel have discussed the fact that, and  
15 defendant understands that, if defendant is not a United States  
16 citizen, the conviction in this case makes it practically inevitable  
17 and a virtual certainty that defendant will be removed or deported  
18 from the United States. Defendant may also be denied United States  
19 citizenship and admission to the United States in the future.  
20 Defendant understands that while there may be arguments that  
21 defendant can raise in immigration proceedings to avoid or delay  
22 removal, removal is presumptively mandatory and a virtual certainty  
23 in this case. Defendant further understands that removal and  
24 immigration consequences are the subject of a separate proceeding and  
25 that no one, including his attorney or the Court, can predict to an  
26 absolute certainty the effect of his conviction on his immigration  
27 status. Defendant nevertheless affirms that he wants to plead guilty  
28

1 regardless of any immigration consequences that his plea may entail,  
2 even if the consequence is automatic removal from the United States.

3 FACTUAL BASIS

4 13. Defendant admits that defendant is, in fact, guilty of the  
5 offenses to which defendant is agreeing to plead guilty. Defendant  
6 and the USAO agree to the statement of facts provided below and agree  
7 that this statement of facts is sufficient to support pleas of guilty  
8 to the charges described in this agreement and to establish the  
9 Sentencing Guidelines factors set forth in paragraph 14 below but is  
10 not meant to be a complete recitation of all facts relevant to the  
11 underlying criminal conduct or all facts known to either party that  
12 relate to that conduct.

13 Beginning on a date unknown, but no later than August 4, 2021,  
14 and continuing through at least September 8, 2022, in Orange and  
15 Ventura Counties, within the Central District of California, and  
16 elsewhere, defendant conspired with others and devised and executed a  
17 scheme to defraud financial institutions, including Bank of America,  
18 as to something of value. In carrying out the scheme, he made false  
19 statements that were material and had a natural tendency to influence  
20 a financial institution to part with its money.

21 Scheme

22 Electronic Benefit Transfer ("EBT") cards are debit cards that  
23 were preloaded with state public assistance funds. EBT cards could  
24 be used to withdraw cash at ATMs.

25 Defendant and his co-conspirators installed skimming devices on  
26 automated teller machines ("ATM"). A "skimming device" is a device,  
27 capable of recording and storing data. Some skimming devices could  
28 be installed inside standalone point-of-sale terminals, such as a gas



1 station pump, automated teller machine ("ATM"), or any other machine  
2 that accepted access device cards as payment, and were designed to  
3 intercept data from access devices that were inserted or swiped  
4 without the knowledge of the victim cardholder. Cameras installed  
5 along with a skimming device would capture keypad entries at point-  
6 of-sale terminals, including of a victim cardholder's personal  
7 identification number ("PIN").

8 The information recovered from or transmitted by a skimming  
9 device was then encoded onto counterfeit cards and used alone or in  
10 conjunction with an authentication feature, such as a PIN, to incur  
11 charges or withdraw funds from a victim cardholder's bank, credit  
12 card, or EBT account without the victim's consent, knowledge, or  
13 authorization. The victim cardholders were real persons.

14 Defendant would then use these counterfeit cards at Bank of  
15 America ATMs throughout Orange County, within the Central District of  
16 California. In so doing, defendant represented that he was  
17 authorized to access and withdraw money from the victims' accounts,  
18 and Bank of America relied on those representations in dispensing  
19 money to defendant. In fact, defendant knew that he was not  
20 authorized to access these accounts, and he accessed those accounts  
21 with the intent to defraud. Defendant's representations that he was  
22 authorized to access and withdraw money from these accounts  
23 constituted material false statements.

24 In furtherance of the scheme, defendant committed at least the  
25 following acts:

26 On August 4, 2021, defendant and a co-conspirator installed a  
27 skimming device on a Bank of America ATM located in Irvine,  
28



1 California, along with a device equipped with a camera. Bank of  
2 America is a federally chartered financial institution.

3 On September 1, 2021, defendant and a co-conspirator attempted  
4 to install a skimming device at a Bank of America ATM located in  
5 Moorpark, California.

6 On September 2, 2021, defendant used a counterfeit card encoded  
7 with victim J.S.'s Bank of America debit card to make an unauthorized  
8 withdrawal of approximately \$300 in cash from a Bank of America ATM  
9 located in Santa Ana, CA. In so doing, defendant possessed a means  
10 of identification of victim J.S., a real person, including J.S.'s  
11 name, account, number, and PIN. Although defendant knew he possessed  
12 means of identification that belonged to a real person, defendant did  
13 not know J.S. and did not have J.S.'s permission to withdraw money  
14 from J.S.'s account.

15 Defendant also used a counterfeit card encoded with debit card  
16 information belonging to victim R.A., a real person, to check the  
17 balance in victim R.A.'s account without victim R.A.'s authorization.  
18 He also used a counterfeit card encoded with debit card information  
19 belonging to M.J., a real person, to check the balance on victim  
20 M.J.'s account without M.J.'s authorization.

21 On May 14, 2022, defendant and three other co-conspirators  
22 installed an ATM skimming device at a point-of-sale terminal in  
23 Madera, California.

24 Between August 4, 2021, and September 13, 2021, defendant and  
25 co-conspirators made balance inquiries or withdrawals on 277 unique  
26 cards. During this time, defendant caused an actual loss of \$120,120  
27 from 109 unique cards belonging to more than 10 victims and attempted  
28 to cause a loss of \$305,254 from 277 unique cards. Additionally,

1 during a search of his home in September 2022, defendant possessed  
 2 seven skimming devices, a card encoding device, and twenty debit-type  
 3 gift cards.

#### 4 SENTENCING FACTORS

5 14. Defendant understands that in determining defendant's  
 6 sentence the Court is required to calculate the applicable Sentencing  
 7 Guidelines range and to consider that range, possible departures  
 8 under the Sentencing Guidelines, and the other sentencing factors set  
 9 forth in 18 U.S.C. § 3553(a). Defendant understands that the  
 10 Sentencing Guidelines are advisory only, that defendant cannot have  
 11 any expectation of receiving a sentence within the calculated  
 12 Sentencing Guidelines range, and that after considering the  
 13 Sentencing Guidelines and the other § 3553(a) factors, the Court will  
 14 be free to exercise its discretion to impose any sentence it finds  
 15 appropriate between the mandatory minimum and up to the maximum set  
 16 by statute for the crimes of conviction.

17 15. Defendant and the USAO agree to the following applicable  
 18 Sentencing Guidelines factors:

19 Base Offense Level:	7	U.S.S.G. § 2B1.1
20 10 or More Victims	+2	U.S.S.G. § 2B1.1(b) (2) (A)
21 Use of Authentication Feature	+2	U.S.S.G. § 2B1.1(b) (11)
22 Minor Participant	-2	U.S.S.G. §3B1.2(b)

23  
 24 Pursuant to U.S.S.G. § 2B1.1(b) (1), the parties agree that there is  
 25 at least an 8-level increase for a loss in excess of \$95,000.

26 Defendant and the USAO reserve the right to argue that additional  
 27 specific offense characteristics, adjustments, and departures under  
 28 the Sentencing Guidelines are appropriate. Specifically, the USAO

1 reserves the right to argue for a higher total loss amount pursuant  
2 to U.S.S.G. § 2B1.1(b) (1). Defendant understands that the Court must  
3 sentence defendant to a term of two years' imprisonment on count  
4 four, which must run consecutive to any term of imprisonment imposed  
5 for count two.

6 16. Defendant understands that there is no agreement as to  
7 defendant's criminal history or criminal history category.

8 17. Defendant and the USAO reserve the right to argue for a  
9 sentence outside the sentencing range established by the Sentencing  
10 Guidelines based on the factors set forth in 18 U.S.C. § 3553(a) (1),  
11 (a) (2), (a) (3), (a) (6), and (a) (7).

12 WAIVER OF CONSTITUTIONAL RIGHTS

13 18. Defendant understands that by pleading guilty, defendant  
14 gives up the following rights:

- 15 a. The right to persist in a plea of not guilty.
- 16 b. The right to a speedy and public trial by jury.
- 17 c. The right to be represented by counsel -- and if  
18 necessary have the Court appoint counsel -- at trial. Defendant  
19 understands, however, that, defendant retains the right to be  
20 represented by counsel -- and if necessary have the Court appoint  
21 counsel -- at every other stage of the proceeding.
- 22 d. The right to be presumed innocent and to have the  
23 burden of proof placed on the government to prove defendant guilty  
24 beyond a reasonable doubt.
- 25 e. The right to confront and cross-examine witnesses  
26 against defendant.

1 f. The right to testify and to present evidence in  
2 opposition to the charges, including the right to compel the  
3 attendance of witnesses to testify.

4 g. The right not to be compelled to testify, and, if  
5 defendant chose not to testify or present evidence, to have that  
6 choice not be used against defendant.

7 h. Any and all rights to pursue any affirmative defenses,  
8 Fourth Amendment or Fifth Amendment claims, and other pretrial  
9 motions that have been filed or could be filed.

10 WAIVER OF APPEAL OF CONVICTION

11 19. Defendant understands that, with the exception of an appeal  
12 based on a claim that defendant's guilty pleas were involuntary, by  
13 pleading guilty defendant is waiving and giving up any right to  
14 appeal defendant's convictions on the offenses to which defendant is  
15 pleading guilty. Defendant understands that this waiver includes,  
16 but is not limited to, arguments that the statutes to which defendant  
17 is pleading guilty is unconstitutional, and any and all claims that  
18 the statement of facts provided herein is insufficient to support  
19 defendant's pleas of guilty.

20 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

21 20. Defendant agrees that, provided the Court, before the  
22 imposition of the mandatory consecutive sentence of two years'  
23 imprisonment on count four, imposes a term of imprisonment within or  
24 below the range corresponding to an offense level of 14 and the  
25 criminal history category calculated by the Court, defendant gives up  
26 the right to appeal all of the following: (a) the procedures and  
27 calculations used to determine and impose any portion of the  
28 sentence; (b) the term of imprisonment imposed by the Court; (c) the

1 fine imposed by the Court, provided it is within the statutory  
2 maximum; (d) to the extent permitted by law, the constitutionality or  
3 legality of defendant's sentence, provided it is within the statutory  
4 maximum; (e) the amount and terms of any restitution order, provided  
5 it requires payment of no more than \$120,120; (f) the term of  
6 probation or supervised release imposed by the Court, provided it is  
7 within the statutory maximum; and (g) any of the following conditions  
8 of probation or supervised release imposed by the Court: the  
9 conditions set forth in Second Amended General Order 20-04 of this  
10 Court; the drug testing conditions mandated by 18 U.S.C.  
11 §§ 3563(a)(5) and 3583(d); and the alcohol and drug use conditions  
12 authorized by 18 U.S.C. § 3563(b)(7).

13 21. Defendant also gives up any right to bring a post-  
14 conviction collateral attack on the convictions or sentence,  
15 including any order of restitution, except a post-conviction  
16 collateral attack based on a claim of ineffective assistance of  
17 counsel, a claim of newly discovered evidence, or an explicitly  
18 retroactive change in the applicable Sentencing Guidelines,  
19 sentencing statutes, or statutes of conviction.

20 22. The USAO agrees that, provided (a) all portions of the  
21 sentence are at or above the statutory minimum and at or below the  
22 statutory maximum specified above and (b) before the imposition of  
23 the mandatory consecutive sentence of two years' imprisonment on  
24 count four, the Court imposes a term of imprisonment within or above  
25 the range corresponding to an offense level of 18, the USAO gives up  
26 its right to appeal any portion of the sentence, with the exception  
27 that the USAO reserves the right to appeal the amount of restitution  
28 ordered if that amount is less than \$120,120.

1                                    RESULT OF WITHDRAWAL OF GUILTY PLEA

2            23. Defendant agrees that if, after entering guilty pleas  
3 pursuant to this agreement, defendant seeks to withdraw and succeeds  
4 in withdrawing defendant's guilty pleas on any basis other than a  
5 claim and finding that entry into this plea agreement was  
6 involuntary, then (a) the USAO will be relieved of all of its  
7 obligations under this agreement; and (b) should the USAO choose to  
8 pursue any charge that was either dismissed or not filed as a result  
9 of this agreement, then (i) any applicable statute of limitations  
10 will be tolled between the date of defendant's signing of this  
11 agreement and the filing commencing any such action; and  
12 (ii) defendant waives and gives up all defenses based on the statute  
13 of limitations, any claim of pre-indictment delay, or any speedy  
14 trial claim with respect to any such action, except to the extent  
15 that such defenses existed as of the date of defendant's signing this  
16 agreement.

17                                    EFFECTIVE DATE OF AGREEMENT

18            24. This agreement is effective upon signature and execution of  
19 all required certifications by defendant, defendant's counsel, and an  
20 Assistant United States Attorney.

21                                    BREACH OF AGREEMENT

22            25. Defendant agrees that if defendant, at any time after the  
23 signature of this agreement and execution of all required  
24 certifications by defendant, defendant's counsel, and an Assistant  
25 United States Attorney, knowingly violates or fails to perform any of  
26 defendant's obligations under this agreement ("a breach"), the USAO  
27 may declare this agreement breached. All of defendant's obligations  
28 are material, a single breach of this agreement is sufficient for the

1 USAO to declare a breach, and defendant shall not be deemed to have  
2 cured a breach without the express agreement of the USAO in writing.  
3 If the USAO declares this agreement breached, and the Court finds  
4 such a breach to have occurred, then: (a) if defendant has previously  
5 entered guilty pleas pursuant to this agreement, defendant will not  
6 be able to withdraw the guilty pleas, and (b) the USAO will be  
7 relieved of all its obligations under this agreement.

8 26. Following the Court's finding of a knowing breach of this  
9 agreement by defendant, should the USAO choose to pursue any charge  
10 that was either dismissed or not filed as a result of this agreement,  
11 then:

12 a. Defendant agrees that any applicable statute of  
13 limitations is tolled between the date of defendant's signing of this  
14 agreement and the filing commencing any such action.

15 b. Defendant waives and gives up all defenses based on  
16 the statute of limitations, any claim of pre-indictment delay, or any  
17 speedy trial claim with respect to any such action, except to the  
18 extent that such defenses existed as of the date of defendant's  
19 signing this agreement.

20 c. Defendant agrees that: (i) any statements made by  
21 defendant, under oath, at the guilty plea hearing (if such a hearing  
22 occurred prior to the breach); (ii) the agreed to factual basis  
23 statement in this agreement; and (iii) any evidence derived from such  
24 statements, shall be admissible against defendant in any such action  
25 against defendant, and defendant waives and gives up any claim under  
26 the United States Constitution, any statute, Rule 410 of the Federal  
27 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal  
28 Procedure, or any other federal rule, that the statements or any



1 evidence derived from the statements should be suppressed or are  
2 inadmissible.

3 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

4 OFFICE NOT PARTIES

5 27. Defendant understands that the Court and the United States  
6 Probation and Pretrial Services Office are not parties to this  
7 agreement and need not accept any of the USAO's sentencing  
8 recommendations or the parties' agreements to facts or sentencing  
9 factors.

10 28. Defendant understands that both defendant and the USAO are  
11 free to: (a) supplement the facts by supplying relevant information  
12 to the United States Probation and Pretrial Services Office and the  
13 Court, (b) correct any and all factual misstatements relating to the  
14 Court's Sentencing Guidelines calculations and determination of  
15 sentence, and (c) argue on appeal and collateral review that the  
16 Court's Sentencing Guidelines calculations and the sentence it  
17 chooses to impose are not error, although each party agrees to  
18 maintain its view that the calculations in paragraph 15 are  
19 consistent with the facts of this case. While this paragraph permits  
20 both the USAO and defendant to submit full and complete factual  
21 information to the United States Probation and Pretrial Services  
22 Office and the Court, even if that factual information may be viewed  
23 as inconsistent with the facts agreed to in this agreement, this  
24 paragraph does not affect defendant's and the USAO's obligations not  
25 to contest the facts agreed to in this agreement.

26 29. Defendant understands that even if the Court ignores any  
27 sentencing recommendation, finds facts or reaches conclusions  
28 different from those agreed to, and/or imposes any sentence up to the

1 maximum established by statute, defendant cannot, for that reason,  
2 withdraw defendant's guilty pleas, and defendant will remain bound to  
3 fulfill all defendant's obligations under this agreement. Defendant  
4 understands that no one -- not the prosecutor, defendant's attorney,  
5 or the Court -- can make a binding prediction or promise regarding  
6 the sentence defendant will receive, except that it will be between  
7 the statutory mandatory minimum and the statutory maximum.

8 NO ADDITIONAL AGREEMENTS

9 30. Defendant understands that, except as set forth herein,  
10 there are no promises, understandings, or agreements between the USAO  
11 and defendant or defendant's attorney, and that no additional  
12 promise, understanding, or agreement may be entered into unless in a  
13 writing signed by all parties or on the record in court.

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PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

31. The parties agree that this agreement will be considered part of the record of defendant's guilty plea hearing as if the entire agreement had been read into the record of the proceeding.

AGREED AND ACCEPTED

UNITED STATES ATTORNEY'S OFFICE  
FOR THE CENTRAL DISTRICT OF  
CALIFORNIA

E. MARTIN ESTRADA  
United States Attorney

*Alix McKenna*

ALIX MCKENNA  
Assistant United States Attorney

*Armand Ion*  
ARMAND ION  
Defendant

ANDREW M. STEIN  
Attorney for Defendant Armand Ion

1/26/24

Date


*1/26/24*  
Date

*1/18/2024*  
Date

CERTIFICATION OF DEFENDANT

This agreement has been read to me in Romanian, the language I understand best. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering

1 into this agreement. No promises, inducements, or representations of  
 2 any kind have been made to me other than those contained in this  
 3 agreement. No one has threatened or forced me in any way to enter  
 4 into this agreement. I am satisfied with the representation of my  
 5 attorney in this matter, and I am pleading guilty because I am guilty  
 6 of the charges and wish to take advantage of the promises set forth  
 7 in this agreement, and not for any other reason.

8   
 9 ARMAND ION  
 Defendant

10  1/18/2024  
 Date

11 CERTIFICATION OF INTERPRETER

12 I am fluent in the written and spoken English and Romanian  
 13 languages. I accurately translated this entire agreement from  
 14 English into Romanian to defendant Armand Ion on this date.

15   
 16 INTERPRETER  
 17 

18  1/18/2024  
 Date

19 CERTIFICATION OF DEFENDANT'S ATTORNEY

20 I am Armand Ion's attorney. I have carefully and thoroughly  
 21 discussed every part of this agreement with my client. Further, I  
 22 have fully advised my client of his rights, of possible pretrial  
 23 motions that might be filed, of possible defenses that might be  
 24 asserted either prior to or at trial, of the sentencing factors set  
 25 forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines  
 26 provisions, and of the consequences of entering into this agreement.  
 27 To my knowledge: no promises, inducements, or representations of any  
 28 kind have been made to my client other than those contained in this

1 agreement; no one has threatened or forced my client in any way to  
2 enter into this agreement; my client's decision to enter into this  
3 agreement is an informed and voluntary one; and the factual basis set  
4 forth in this agreement is sufficient to support my client's entry of  
5 guilty pleas pursuant to this agreement.

6  
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8 ANDREW M. STEIN  
9 Attorney for Defendant Armand Ion

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